

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD**

**INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS, LOCAL UNION
357, AFL-CIO**

Case No. 28-CC-115255

and

**DESERT SUN ENTERPRISES LIMITED
d/b/a CONVENTION TECHNICAL
SERVICES**

**AMICUS BRIEF ON BEHALF OF
COUNCIL ON LABOR LAW EQUALITY AND THE
ASSOCIATED GENERAL CONTRACTORS OF AMERICA IN OPPOSITION TO THE
CHARGED PARTY AND GENERAL COUNSEL’S EXCEPTIONS TO THE BOARD**

Come now the Council on Labor Law Equality (COLLE)¹ and the Associated General Contractors of America (AGC)², by undersigned counsel, and file, as *Amici Curiae*, an *Amicus* Brief in the above-captioned matter.

INTRODUCTION

The central issue in this case is whether the Respondent, International Brotherhood of Electrical Workers Local 357, violated Sections 8(b)(4)(i) and (ii)(B) of the National Labor Relations Act (NLRA or the Act) when it notified a secondary employer that it was seeking

¹ COLLE is a trade association founded over 30 years ago for the purpose of monitoring and commenting on developments in the interpretation of the National Labor Relations Act. Through the filing of amicus briefs and other forms of participation, COLLE provides a specialized and continuing business community effort to maintain a balanced approach in the formulation of national labor policy on issues that affect a broad cross-section of American industry. COLLE represents employers in virtually every business sector, all of whom are subject to the NLRA.

² AGC is among the oldest and largest of the nationwide trade associations in the construction industry. Founded in 1918 at the express request of President Woodrow Wilson, AGC now represents more than 25,000 companies in the commercial construction industry in 93 chapters throughout the United States. AGC members include over 6,500 general contractors, 8,800 specialty contractors, and 10,400 suppliers and service providers working in the building, highway, heavy, industrial, municipal utility, and virtually all other sectors of the construction industry. AGC represents both union and open-shop companies.

strike sanctions against a primary employer working on the same common site as the secondary employer, without assuring the latter that any picket line that the union established at the common site would comply with the standards set forth in *Sailors Union of the Pacific (Moore Dry Dock)*, 92 N.L.R.B. 547 (1950).³

The General Counsel, International Brotherhood of Electrical Workers Local 357 (Respondent or Local 357) and Amicus The Building and Construction Trades Department, AFL-CIO, (BCTD) seek to have the National Labor Relations Board (NLRB or the Board) overturn long-standing precedent and find that a union's ambiguous notice to a secondary employer of the risk of future picketing at a common situs at which both the primary and secondary employer are working does not violate the *Moore Dry Dock* standards. Amici COLLE and AGC urge the Board to adhere to longstanding precedent, and once again, to require any notice to a secondary employer of the risk of future picketing at a common situs to comply with the *Moore Dry Dock* standards.

COLLE and AGC's concern is that departing from precedent and finding that Respondent's actions did not violate the Act would allow unions to turn studied ambiguity in their communications into a weapon they could readily wield against the potentially many secondary employers at the potentially many sites at which a primary employer and those secondary employers are both working. Departing from the Board's well established and well-reasoned precedent would empower unions to exploit at least the specter of disruptive picketing of multiple project owners, contractors, suppliers and employees uninvolved in the primary dispute. While the Act does not require unions to communicate with secondary employers, upholding the current policy would ensure that a union's communications with secondary

³ The Charging Party has filed exceptions to the exclusion of certain evidence showing the Charged Party's unlawful intent (beyond the failure to comply with *Moore Dry Dock* standards). Such evidence underscores the need for the Board to adhere to the standards sought to be overturned by the union and General Counsel.

employers about any future picketing at a common situs are not so ominous as to disrupt secondary employers and their employees.

Because the Board's *Moore Dry Dock* notice requirements are consistent with the Act, protective of important public policies, and reflective of the realities of industrial relations on multiemployer worksites, the Board should continue to enforce those requirements.

STATEMENT OF THE FACTS

On October 9, 2013, Local 357 learned that Desert Sun Enterprises Limited d/b/a Convention Technical Services (CTS) was performing work on the ABC Kids Show at the Las Vegas Convention Center (LVCC). (ALJ, p.2, 42-47).⁴ On the same day, Local 357 sent a letter to the Southern Nevada Trades Council seeking a strike sanction against CTS “for any and all jobs because of not paying area standards.” (ALJ, p.3, 1-5, 21-30). On the same day, Local 357 sent a copy of the same letter to selected members of the Board of Directors for the Las Vegas Convention & Visitors Authority (LVCVA). *Id.* The LVCVA manages the LVCC, which includes common-situs exhibition halls where employees dispatched by Respondent and other labor organizations perform work. (ALJ, p. 2, 12-15).

The strike sanction was approved on October 9, 2013. Neither the strike sanction request letter nor the Trades Council's approval of a strike inform anyone that any picket line established at the LVCC would comply with the standards set forth in *Moore Dry Dock*. (ALJ, p.3, 10-13). The letter also did not provide any expected dates or duration for any picketing or identify the CTS jobs at issue. (ALJ, p.3, 21-30).

On the stipulated facts and consistent with current Board law, the ALJ found that the Respondent violated Section 8(b)(4)(i) and (ii)(B) of the Act when it advised the LVCVA that it

⁴ The Decision issued by Gerald A. Wacknov, Administrative Law Judge, on July 28, 2014 is parenthetically referenced “ALJ”, followed by the appropriate pages and lines.

was seeking a strike sanction against CTS “for any and all jobs because of not paying area standards,” without further advising the LVCVA that was any picket line established at the LVCC would comply with the standards set forth in *Moore Dry Dock*, 92 N.L.R.B. 547 (1950). (ALJ, p. 2, 31-36; p.4, 38-39).

ARGUMENT

Analysis of the *Moore Dry Dock* Standard

Section 8(b)(4)(ii)(B) of the National Labor Relations Act, as amended, makes it unlawful for a labor organization “to threaten, coerce or restrain any person ... where ... an object thereof is (B) forcing or requiring any person ... to cease doing business with any other person...” 29 U.S.C. §158(b)(4)(ii)(B). A proviso of the Act, however, states “[t]hat nothing contained in this clause (B) shall be construed to make unlawful, where not otherwise unlawful, any primary strike or primary picketing.” *Id.* Another proviso further states “[t]hat for the purposes of this paragraph (4) only, nothing contained in such paragraph shall be construed to prohibit publicity, other than picketing, for the purpose of truthfully advising the public, including consumers and members of a labor organization, that a product or products are produced by an employer with whom the labor organization has a primary dispute and are distributed by another employer, as long as such publicity does not have an effect of inducing any individual employed by any other person other than the primary employer in the course of his employment to refuse to pick up, deliver or transport any goods, or not to perform any services, at the establishment of the employer engaged in such distribution.” *Id.*

Congress’ dual objectives for these provisions were (1) to preserve the rights of employees to picket primary employers and (except for restrictions on picketing) to truthfully publicize the nature of their disputes with such employers, and simultaneously (2) to shield

secondary employers and their employees from disputes involving others. *See NLRB v. Denver Building and Construction Trades Council*, 341 U.S. 675, 692 (1951) (noting that 8(b)(4)(B) reflects “the dual congressional objectives of preserving the right of labor organizations to bring pressure to bear on offending employers in primary labor disputes *and of shielding unoffending employers and others from pressures in controversies not their own*”).

Board decisions and experience reveal that it is typically difficult to ascertain a union’s motivation for communicating with secondary employers in common situs situations. *See Teamsters Local 456 (Peckham Material Corp.)*, 307 N.L.R.B. 612, 617 (1992) (noting “the Board has recognized that ascertaining a union’s motivation becomes difficult in cases involving ‘ambulatory’ or ‘common’ situs situations, i.e., where the primary and secondary employers are engaged in operations at the same location”). In *Moore Dry Dock*, 92 N.L.R.B. 547, 549 (1950), the Board established the longstanding and reliable criteria for determining whether a union has demonstrated an unlawful motive for involving a neutral employer and its employees in a dispute not of their making, or a lawful motive of picketing or threatening to picket a primary employer. Under the *Moore Dry Dock* standards, picketing is *presumptively* lawful if: (1) the picketing is strictly limited to times when the site of the dispute is on the secondary employer’s premises; (2) at the time of the picketing, the primary employer is engaged in its normal business operations at the common situs; (3) the picketing is limited to locations reasonably close to the location of the situs; and (4) the picketing discloses clearly that the dispute is with the primary employer. *Teamsters Local 456*, 307 N.L.R.B. 612, 618 (1992); *Moore Dry Dock*, 92 N.L.R.B. 547, 549 (1950).

However, an unqualified threat of picketing of a common situs is presumed to violate the Act. *See Electrical Workers Local 98 (MCF Services)*, 342 N.L.R.B. 483, 495 (2004). Board law

requires that “[w]here a union makes an unqualified threat to a neutral [employer] to picket a jobsite where an offending primary employer would be working, and has reason to believe that persons other than the primary would be at work at the site, it has an affirmative obligation to qualify its threat by clearly indicating that the picketing would conform to *Moore Dry Dock* standards or otherwise be in uniformity with Board law.” *Teamsters Local 456*, 307 N.L.R.B. 612, 619 (1992) (citing *Iron Workers Local 118 (Tutor-Saliba Corp.)*, 285 N.L.R.B. 162, 166 (1987); *UFCW Local 506 (Coors Distributing)*, 268 N.L.R.B. 475, 478 (1983); *Sheet Metal Workers Local 418 (Young Plumbing)*, 237 N.L.R.B. 300, 312 (1976)).

The Board’s Current Notice Requirements are Consistent with the Act

The Board’s current requirements are consistent with Section 8(b)(4) of the Act and faithful to its intent. Compliance with *Moore Dry Dock* standards and appropriate deference to the cases requiring unions to assure such compliance, whenever they elect to notify secondary employers of their intent to picket a common situs, would ensure that secondary employers are not embroiled in disputes between labor organizations and primary employers. Such compliance and deference would enable the secondary employers to continue working without interruption and without regard to a dispute between a union and a primary employer working on the same site. This is particularly important to the construction industry, where each jobsite has a different owner and virtually all have a prime contractor and multiple subcontractors working in close proximity to each other and even owner operations. Absent the *Moore Dry Dock* assurances, unions could use a mere “notice” to secondary owners, contractors and suppliers at multiple jobsites to disrupt those secondary employers and their employees. In and of itself, such a notice would be ominous enough to cause harm, without regard to any real intent to picket or not to picket such jobsites.

Just as “ascertaining a union’s motivation becomes difficult” for the Board,, it becomes difficult for a secondary employer. Indeed, it becomes even more difficult for such an employer, who may be entirely outside the construction industry and not likely to have any way of accurately ascertaining the real motivations of a union with which it has no relationship. In light of this concern, the NLRB has properly chosen to place the burden of expressing its real intent on any union that chooses to communicate with such a secondary employer. As the Board has held: “[i]n cases dealing with threats to picket at a secondary employer’s business, the burden is on the union to restrict its statement to the giving of notice of prospective lawful activity against the primary. Unqualified or ambiguous threats will be construed against the union as threats to the secondary’s business relationship with the primary.” *Food & Commercial Workers Local 506*, 268 N.L.R.B. 475, 478 (1983).

Requiring the Union to Meet Unambiguous Notice Requirements to Secondary Employers is Consistent with the Board’s Neutral Enforcement of the Act

Requiring unions to assure secondary employers that they will comply with the *Moore Dry Dock* standards when picketing a common situs is necessary to ensure a just and even-handed enforcement of the Act.⁵ The Board’s decisions dealing with employer handbooks and policies are illustrative. The Board applies no presumption of lawful intent in construing such handbooks and policies. Indeed, the Board routinely finds employers in violation of the Act for making ambiguous statements, whether in speeches, handbooks, or otherwise. *See, e.g., Costco Wholesale Corp.*, 358 N.L.R.B. No. 106 (2012); *Lafayette Park Hotel*, 326 N.L.R.B. 824, 828 (1998); *Norris/O’Bannon*, 307 N.L.R.B. 1236, 1245 (1992) (“the ambiguity must be resolved against the promulgator of the rule”); *Karl Knauz Motors, Inc.*, 358 N.L.R.B. No. 164 (2012)

⁵ COLLE and AGC agree with CTS that the General Counsel’s failure to fully prosecute the charges against Respondent in order to limit the legal issue presented in this case fails to evince a just and even-handed enforcement of the Act.

overruled on other grounds by *Noel Canning v. NLRB*, 134 S. Ct. 2550 (2014) (holding ambiguous “courtesy” rule unlawful, noting that employer had not used any language “that would reasonably suggest to employees that employee communications protected by Section 7 of the Act are excluded from the rule’s broad reach”); *Flex Frac Logistics, LLC*, 358 N.L.R.B. No. 127, slip op. at 2 (2012) overruled on other grounds by *Noel Canning v. NLRB*, 134 S. Ct. 2550 (2014) (“Board law is settled that ambiguous employer rules...are construed against the employer”). Here, in sharp contrast, the General Counsel’s Brief in Support of Limited Exceptions claims that, in this case, “an ambiguous statement alone should not be enough to carry the General Counsel’s evidentiary burden.” (See GC, 10).⁶

While the Circuit Courts grant the Board significant deference, the courts expect the Board to apply the Act in a fair, even-handed manner. *See e.g., Dow Chemical Co., Texas Div. v. NLRB*, 660 F.2d 637 (5th Cir. 1981)(“we view the Act as requiring...an even-handed application of the same rules of the game to all elections and to both sides”); *Automated Business Systems v. NLRB*, 497 F.2d 262 (6th Cir. 1974), (the 6th Circuit reversed Board noting that “what is sauce for the General Counsel should be sauce for the Respondent”); *Wilkinson Mfg. Co. v. NLRB*, 456 F.2d 298 (8th Cir. 1972) (“the Board’s discretion, though indeed broad, must be exercised with consistency in order to further the purposes of the Act”).

Legal Authorities Cited By Amicus BCTD Are Inapplicable⁷

⁶ The General Counsel’s Brief in Support of Limited Exceptions is parenthetically referenced “GC”, followed by the appropriate page numbers.

⁷ The decisions of the two Circuit Courts are not controlling or persuasive. Furthermore, *N.L.R.B. v. Ironworkers Local 433*, 850 F.2d 551 (9th Cir. 1988) is distinguishable because in that case, “the secondary employer, according to the testimony of its general manager, did understand that the union was threatening to picket [the primary employer].” Likewise, the general manager and the business agent in *Ironworkers* “had known each other for approximately ten years and had spoken periodically by phone, and had no difficulty in understanding each other.” Contrast that case with the present situation, where the secondary employer received a letter out of the blue and did not “understand that the union was threatening to picket [the primary employer].”

In its amicus brief, the BCTD relies upon *NLRB v. Servette*, 377 U.S. 46, 57 (1964), arguing that “the right to engage in protected activity would be undermined if a threat to engage in that activity is not protected.” The *Servette* case is, however, distinguishable from the present case. *Servette* involved a union appeal to the management of the secondary employer to make a business judgment about products supplied by a clearly-identified primary employer, and a union threat to engage, not in picketing, but in handbilling in front of non-cooperating secondary employer locations. The only thing that LVCVA Board members received was a copy of the union’s request for a sanctioned picket of all CTS jobs. Even if they could somehow discern that the union was merely asking them to “voluntarily support” Local 357 in its fight against CTS, the threatened job action was picketing, which the Supreme Court has acknowledged to be drastically different from handbilling. The Supreme Court recognizes that picketing is, by its nature, more coercive than simple handbilling. In *NLRB v. Retail Clerks Local 1001 (Retail Clerks)*, 447 U.S. 607 (1980), Justice Stevens explained:⁸

Like so many other kinds of expression, picketing is a mixture of conduct and communication. In the labor context, it is the conduct element rather than the particular idea being expressed that often provides the most persuasive deterrent to third persons about to enter a business establishment. In his concurring opinion in *Bakery Drivers v. Wohl*, 315 U.S. 769, 776-777, 62 S. Ct. 816, 86 L.Ed. 1178, Mr. Justice Douglas stated:

“Picketing by an organized group is more than free speech, since it involves patrol of a particular locality and since the very presence of a picket line may induce action of one kind or another, quite irrespective of the nature of the ideas which are being

⁸ This is a distinction that has been repeatedly applied and recognized in the recent series of Board cases involving “bannering” at common situs locations. See, e.g., *Carpenters Local No. 1506 (Eliaason & Knuth of Arizona, Inc.)*, 355 NLRB 797 (2010); *Southwest Regional Council of Carpenters (New Star General Contractors, Inc.)*, 356 NLRB No. 88 (2011). Notably, in the latter case, the union did “[a]t various times during those strikes, [send] letters to secondary employers who had hired [the primaries], informing them of the strike and asking them to use their managerial discretion not to do business with either company.” *Id.* at *2. The union’s efforts to publicize its dispute with the primary in that case were not undermined by such actions, and at the same time the rights of the secondary employers to be free from a threat of picketing (but not bannering) were preserved.

disseminated. Hence those aspects of picketing make it the subject of restrictive regulation.”

Indeed, no doubt the principal reason why handbills containing the same message are so much less effective than labor picketing is that the former depend entirely on the persuasive force of the idea.

The statutory ban in this case affects only that aspect of the union’s efforts to communicate its views that calls for an automatic response to a signal, rather than a reasoned response to an idea. And the restriction on picketing is limited in geographical scope to sites of neutrals in the labor dispute. Because I believe that such restrictions on conduct are sufficiently justified by the purpose to avoid embroiling neutrals in a third party’s labor dispute, I agree that the statute is consistent with the First Amendment.

Because picketing is, by its nature, more coercive than handbilling, a threat to engage in picketing (or an ambiguous statement regarding potential picketing) is more likely to have a coercive impact than a threat to engage in handbilling. It follows that the BCTD’s reliance on *Servette* is entirely misplaced.

The other Supreme Court case cited by the BCTD is equally inapplicable to the present case. In *Local 357 Teamsters v. NLRB*, 365 U.S. 667 (1961), the Supreme Court rejected a Board attempt to require unions to include certain “protective provisions” (prohibiting discrimination) in hiring hall provisions written into collective bargaining agreements. The Court stressed that a hiring hall provision was not unlawful under the Act and found that “[n]othing is inferable from the present hiring-hall provision except that employer and union alike sought to route ‘casual employees’ through the union hiring hall and required a union member who circumvented it to adhere to it.” The Court also noted in *Local 357* that the agreement at issue did include some protective language. Unlike the hiring hall provision at issue in *Local 357*, where “nothing [was] inferable,” an unqualified or ambiguous statement regarding picketing of a common situs in a letter to a secondary employer raises the very real

specter of unlawful secondary pressure. Therefore, the present case is clearly distinguishable from *Local 357*.

Important Public Policy Interests Are Protected By the Board's Current Notice Requirements

The Board's current standards well advance the NLRA's important interest in shielding secondary employers and their employees from labor disputes not of their own making. To require clear and unambiguous notice of a union's intent to abide by the *Moore Dry Dock* standards shields secondary employers on multiemployer sites from the particularly great disruption and uncertainty that unions could otherwise inflict on them, in an indirect effort to resolve their disputes with primary employers working on the same sites.

The current presumptions of what is and is not lawful also advantages all parties (*i.e.*, owners, contractors, suppliers and their employees, unions and their members, and the public) in other ways. They have the effect of settling expectations and they yield predictable results.⁹ Ambiguous communications with secondary employers on multiemployer worksites about the future picketing of such sites are both ominous and inherently threatening. The small burden of avoiding such communications is both rightly and easily placed on the unions crafting such communications. The burden of compliance with the *Moore Dry Dock* standards is miniscule when compared to the potential costs and disruptions that secondary employers and their employees could experience from mere threats of secondary picketing. As an ALJ has noted, "the assurance that a union will not act contrary to the law is similar in character to the assurance against reprisals that an employer must give pursuant to *Johnnie's Poultry Co.*, 146

⁹ The General Counsel's position that that "the Board's focus on requiring unions to provide specific assurances that any future common situs picketing will be conducted in a lawful manner is logically misguided" and that "[t]he practical effect of such an assurance is minimal at best" is not based on any legal precedent or factual evidence. Indeed, the General Counsel's assertion "[t]hat a private letter or conversation between a union and a neutral employer references *Moore Dry Dock* has virtually no influence on how third parties will react to future picketing that may take place, and thus little actual impact on the effects of the picketing on the secondary employer" is not only devoid of factual support but belies the reality and experiences of members of COLLE and AGC.

N.L.R.B. 770 (1964), prior to interviewing an employee in preparation for an unfair labor practice proceeding.” *Sheet Metal Workers Int’l. Assoc., Local 15 (Brandon Reg. Med. Center)*, 346 N.L.R.B. 199, 202 (2006), enf. denied on other grounds, 491 F.3d 429 (D.C. Cir. 2007).¹⁰ The assurances required of the union cost nothing. By comparison, the damages suffered by secondary employers and their employees due to veiled threats can be enormous. *See, e.g., Fidelity Interior Constr., Inc. v. SE. Carpenters Reg’l*, 675 F.3d 1250, 1263 (11th Cir., 2012) (plaintiff jury verdict for \$1,700,000.00 where subcontractor presented evidence that union twice picketed neutral employers at construction sites where subcontractor was not even present, and union failed to disclose clearly that its dispute was with subcontractor, not neutral secondary employers). *BE&K Construction Co. v. Will & Grundy Counties Building Trades Council* 156 F.3d 756, 769 (7th Cir., 1998) (plaintiff jury verdict to non-union subcontractor of \$544,000.00 for profits lost when unions' threats of illegal secondary picketing caused prime contractor to refuse to use subcontractor).

Indeed, this case, which has been ongoing since 2012, is illustrative of the needless time, disruptions and cost expended because Respondent chose to notify an innocent secondary employer of its intent to picket the employer’s location.

The Moore Dry Dock Standards Reflect the Realities of Industrial Relations in Common Situs Cases

The GC, Respondent and BCTD urge the Board to presume that a union’s ambiguous notice to a secondary employer on a common situs is lawful in its intent. That position, however,

¹⁰ The idea that a party should be required give prospective assurances of its intent to comply with the law is not as foreign as the BCTD and the GC imply. In determining whether an employee handbook policy will be construed as ambiguous and overbroad, the Board considers whether the employer has given assurances that the handbook will not be construed as impairing employees’ rights under the Act. *See Karl Knauz Motors, Inc.*, 358 N.L.R.B. No. 164 (2012) overruled on other grounds by *Noel Canning v. NLRB*, 134 S. Ct. 2550 (2014) (holding ambiguous “courtesy” rule to be unlawful, noting that employer had not used any language “that would reasonably suggest to employees that employee communications protected by Section 7 of the Act are excluded from the rule’s broad reach”).

defies common sense and the realities of industrial relations in common situs cases. The most logical reason for a union to notify a secondary employer of the risk of picketing of a common situs is to somehow enmesh that employer in the union's dispute with the primary employer. As recognized by the Supreme Court in *Electrical Workers Local 761 v. NLRB (General Elec.)*, 366 U.S. 667, 673-74 (1961):

“Almost all picketing ... hopes to achieve a forbidden objective, whatever other motives may be and however small the chances of success.” ... However difficult the drawing of lines more nice than obvious, the statute compels the task. Accordingly, the Board and the courts have attempted to devise reasonable criteria drawing heavily upon the means to which a union resorts in promoting its cause...”[I]n the absence of admissions by the union of the illegal intent, the nature of acts performed shows the intent.”

Id. (quoting *NLRB v. Teamsters Local 294*, 284 F.2d 887, 890 (2d Cir. 1960), *Moore Dry Dock*, 92 N.L.R.B. 547, 591 (1950)).

Indeed, this case illustrates the real risks that would be presented if the Board changed its current standard and presumed the lawfulness of any ambiguous notice sent to any secondary employer at a common situs. Changing the standard would enable unions to simultaneously betray and deny their interest in coercing the secondary employers (owners, contractors, suppliers, etc.) on a common situs. Contrary to the General Counsel's misguided belief, the ambiguous threat to the secondary employer (rather than electing to provide no notice to the secondary at all) is the weapon. Encouraging a presumption of lawful intent for the union's ambiguous notice is not only legally unsound but also contrary to the realities of industrial relations in common situs cases.

CONCLUSION

WHEREFORE, COLLE and AGC respectfully request that the Board uphold the ALJ's decision and adhere to the standards set forth in *Moore Dry Dock* and the Board cases that

require a union giving notice of potential picketing to a secondary employer to give assurances that any such picketing will comply with the *Moore Dry Dock* standards.

Respectfully submitted,

October 29, 2014

/s/ John T. Merrell

Mark M. Stublely

John T. Merrell

OGLETREE, DEAKINS, NASH, SMOAK &
STEWART, P.C.

300 N. Main Street, Floor 5

Greenville, SC 29601

Phone: 864-271-1300

Facsimile: 864-235-8806

Email- mark.stublely@ogletreedeakins.com

E-mail- john.merrell@ogletreedeakins.com

and

Harold P. Coxson

OGLETREE, DEAKINS, NASH, SMOAK &
STEWART, P.C.

1909 K Street, N.W., Suite 1000

Washington, D.C. 20006

Phone: 202-887-0855

Facsimile: 202-887-0866

harold.coxson@ogletreedeakins.com

Attorneys for Council on Labor Law Equality (COLLE)
and Associated General Contractors of America (AGC)

CERTIFICATE OF SERVICE

I hereby certify that, on this 29th day of October, 2014, I served a copy of the foregoing Amicus Curiae Brief on behalf of Council on Labor Law Equality (COLLE) and Associated General Contractors of America (AGC), upon the following:

Via Gov E-filing:

Gary W. Shinnars, Executive Secretary
NLRB
1099 14th Street, NW
Washington, DC 20570

Via E-mail:

Nathan A. Higley
Counsel for General Counsel, NLRB Region 28
600 Las Vegas Blvd South, Ste 400
Las Vegas, NV 89101-6637
Nathan.higley@nrlb.gov

Michael A. Urban
Nathan R. Ring
Urban Law Firm
4270 South Decatur Blvd., Ste A9
Las Vegas, NV 89103-6801
murban@theurbanlawfirm.com
nring@theurbanlawfirm.com

Gregory E. Smith
Amy Baker
Lionel Sawyer & Collins
1700 Bank of America Plaza
300 South 4th Street
Las Vegas, NV 89101
Counsel for Charging Party
gsmith@lionelsawyer.com
abaker@lionelsawyer.com

Richard M. Resnick
Sue D. Gunter
Sherman Dunn Cohen, et. al.
900 7th Street, NW, Ste 1000
Washington DC 20001
gunter@shermananddunn.com

Via US Mail:

International Brotherhood of Electrical Workers, Local Union 357, AFL-CIO
808 North Lamb Blvd
Las Vegas, NV 89101-2304

Desert Sun Enterprise Limited d/b/a Convention Technical Services, LLC
6455 Dean Martin Drive, Ste C
Las Vegas, NV 89118

Las Vegas Convention & Visitors Authority
3150 Paradise Road
Las Vegas, NV 89109

ABC Kids Expo
12302 Hart Ranch
San Antonio, TX 78249

/s/ John T. Merrell

Mark M. Stublely
John T. Merrell
OGLETREE, DEAKINS, NASH, SMOAK &
STEWART, P.C.
300 N. Main Street, Floor 5
Greenville, SC 29601
Phone: 864-271-1300
Facsimile: 864-235-8806
Email- mark.stublely@ogletreedeakins.com
E-mail- john.merrell@ogletreedeakins.com

and

Harold P. Coxson
OGLETREE, DEAKINS, NASH, SMOAK &
STEWART, P.C.
1909 K Street, N.W., Suite 1000
Washington, D.C. 20006
Phone: 202-887-0855
Facsimile: 202-887-0866
harold.coxson@ogletreedeakins.com

Attorneys for Council on Labor Law Equality (COLLE)
and Associated General Contractors of America (AGC)